

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Thomas Bissell and Karen Bissell, h/w

(b) County of Residence of First Listed Plaintiff Delaware County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Michael E. Cook, Esquire
Brownstein, Pearlman, Wiezer, Newman & Cook, P.C.
3 North 2nd Street, Philadelphia, PA 19106 (215) 627-0100

DEFENDANTS

Safeco Insurance Company of America d/b/a Safeco Insurance, A
Liberty Mutual Insurance Company and American States Insurance
Company d/b/a Safeco Insurance, A Liberty Mutual Company

County of Residence of First Listed Defendant Boston, MA

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Cristin A. Cavanaugh, Esquire/ William C. Foster, Esquire
Marshall Dennehey Warner Coleman and Goggin
2000 Market Street, Suite 2300, Philadelphia (215) 575-2597

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 1332; 28 USC 1441 and 1446

Brief description of cause:

Breach of Contract and Bad Faith

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. (a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. **Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA -- DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff 507 Fairview Road, Woodlyn, Pennsylvania 19094

Address of Defendant 175 Berkeley Street, Boston, Massachusetts 02116

Place of Accident, Incident or Transaction Woodlyn, PA

(Use Reverse Side for Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 8.1(a))

Yes ☒ No ☐

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier number case pending or within one year previously terminated action in this court?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify)

B. Diversity Jurisdiction Cases

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability - Asbestos
9. ☐ All other Diversity Cases
(Please specify)

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, _____ counsel of record do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE _____

Attorney-at-Law

Attorney I.D. # _____

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE 4/10/18

Cristin A. Caranough
Attorney-at-Law

307546
Attorney I.D. #

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THOMAS BISSELL and	:	CIVIL ACTION
KAREN BISSELL, h/w	:	
Plaintiffs	:	
	:	NO.
v.	:	
	:	
SAFECO INSURANCE COMPANY OF	:	
AMERICA d/b/a SAFECO INSURANCE,	:	
A LIBERTY MUTUAL COMPANY	:	
and	:	
AMERICAN STATES INSURANCE	:	
COMPANY d/b/a SAFECO INSURANCE,	:	
A LIBERTY MUTUAL COMPANY	:	
Defendants	:	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus-Cases brought under 28 U.S.C. §2241through §2255. ()
- (b) Social Security-Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration-Cases require to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos-Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management-Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management--Cases that do not fall into any one of the other tracks. (x)



CRISTIN A.
CAVANAUGH
Attorney-at-law

4/10/18
Date

DEFENDANT
Attorney for

215-575-2597

Telephone

215-575-0856

FAX Number

cacavanaugh@mdwcg.com

E-Mail Address

**Civil Justice Expense and Delay Reduction Plan
Section 1:03 - Assignment to a Management Track**

(a) The clerk of court will assign cases to tracks (a) through (d) based on the initial pleading.

(b) In all cases not appropriate for assignment by the clerk of court to tracks (a) through (d), the plaintiff shall submit to the clerk of court and serve with the complaint on all defendants a case management track designation form specifying that the plaintiff believes the case requires Standard Management of Special Management. In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

(c) The court may, on its own initiative or upon the request of any party, change the track assignment of any case at any time.

(d) Nothing in this Plan is intended to abrogate or limit a judicial officer's authority in any case pending before that judicial officer, to direct pretrial and trial proceedings that are more stringent than those of the Plan and that are designed to accomplish cost and delay reduction.

(e) Nothing in this Plan is intended to supersede Local Civil Rules 3 or 7, or the procedure for random assignment of Habeas Corpus and Social Security cases referred to magistrate judges of the court.

**SPECIAL MANAGEMENT CASE ASSIGNMENTS
(See § 1.02(e) Management Track Definitions of the
Civil Justice Expense and Delay Reduction Plan)**

Special management cases will usually include that class of cases commonly referred to as "complex litigation" as that term has been used in the Manuals for Complex Litigation. The first manual was prepared in 1969 and the Manual for Complex Litigation Second, MCL 2d was prepared in 1985. This term is intended to include cases that present unusual problems and require extraordinary treatment. See §0.1 of the first manual. Cases may require special or intense management by the court due to one or more of the following factors: (1) large number of parties; (2) large number of claims or defenses; (3) complex factual issues; (4) large volume of evidence; (5) problems locating or preserving evidence; (6) extensive discovery; (7) exceptionally long time needed to prepare for disposition; (8) decision needed within an exceptionally short time; and (9) need to decide preliminary issues before final disposition. It may include two or more related cases. Complex litigation typically includes such as antitrust cases; cases involving a large number of parties or an unincorporated association of large membership; cases involving requests for injunctive relief affecting the operation of large business entities; patent cases; copyright and trademark cases; common disaster cases such as those arising from aircraft crashes or marine disasters; actions brought by individual

stockholders; stockholder's derivative and stockholder's representative actions; class actions of potential class actions; and other civil (and criminal) cases involving unusual multiplicity or complexity of factual issues. See §0.22 of the first Manual for Complex Litigation and Manual for Complex Litigation Second, Chapter 33.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THOMAS BISSELL and	:	CIVIL ACTION
KAREN BISSELL, h/w	:	
Plaintiffs	:	
	:	NO.
v.	:	
	:	
SAFECO INSURANCE COMPANY OF	:	
AMERICA d/b/a SAFECO INSURANCE,	:	
A LIBERTY MUTUAL COMPANY	:	
and	:	
AMERICAN STATES INSURANCE	:	
COMPANY d/b/a SAFECO INSURANCE,	:	
A LIBERTY MUTUAL COMPANY	:	
Defendants	:	

**TO: CLERK OF COURT OF THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Defendants, Safeco Insurance Company of America d/b/a Safeco Insurance, A Liberty Mutual Company and American States Insurance Company d/b/a Safeco Insurance, A Liberty Mutual Company, by its attorneys, Marshall, Dennehey, Warner, Coleman & Goggin, hereby file a Notice of Removal of this case from the Court of Common Pleas of Philadelphia County, Pennsylvania, where it is now pending, to the United States District Court for the Eastern District of Pennsylvania on the basis of diversity jurisdiction, and in support thereof avers as follows:

1. Plaintiffs commenced this action by Complaint filed on March 15, 2018, in the Court of Common Pleas of Philadelphia County, Pennsylvania, docketed as March Term 2018, No. 001789. (A copy of the Complaint is attached hereto and marked as Exhibit "A").
2. The Complaint was served on Defendants on March 22, 2018.
3. The Complaint states that Plaintiffs, Thomas Bissell and Karen Bissell, husband and wife, are citizens of the Commonwealth of Pennsylvania, residing therein at 507 Fairview

Road, Woodlyn, Pennsylvania 19094. Therefore, upon information and belief, Plaintiffs are citizens of the Commonwealth of Pennsylvania.


4. Safeco Insurance Company of America is a corporation organized and existing under the laws of the State of New Hampshire, with its principal place of business located at 175 Berkeley Street, Boston, Massachusetts 02116.
5. American States Insurance Company is a corporation organized and existing under the laws of the State of Indiana, with its principal place of business located at 175 Berkeley Street, Boston, Massachusetts 02116.
6. In Count I of the Complaint, Plaintiffs allege claims against Defendants for breach of contract for underinsured motorist claim.
7. In Count II of the Complaint, Plaintiff, Karen Bissell, allege a claim for loss of consortium against Defendants.
8. In Count II of the Complaint, Plaintiffs allege claims against Defendants for bad faith pursuant to 42 Pa.C.S.A. §8371.
9. Based upon the allegations of Plaintiff's Complaint, the amount in controversy in this action is in excess of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of costs and interest, as Plaintiffs have alleged damages in excess of \$250,000.00 for each Count in the Complaint. Plaintiffs also alleged allegations of bad faith pursuant to 42 Pa.C.S.A. §8371, including punitive damages.
10. As such, the above described civil action is one in which this Honorable Court has jurisdiction pursuant to the provisions of 28 U.S.C. § 1332 based upon the fact that there exists diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00.

11. The present lawsuit is accordingly removable from the state court to this Honorable Court pursuant to 28 U.S.C. §§ 1441 and 1446.
12. This Notice of Removal has been filed within thirty (30) days after receipt by Defendants of the Complaint in accordance with 28 U.S.C. § 1446(b).
13. Copies of all process, pleadings and other Orders which have been received by Defendants in this action are filed herewith.

WHEREFORE, Defendants, Safeco Insurance Company of America d/b/a Safeco Insurance, A Liberty Mutual Company and American States Insurance Company d/b/a Safeco Insurance, A Liberty Mutual Company, respectfully requests that they may affect the removal of this action from the Court of Common Pleas of Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania.

Respectfully submitted,

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

By: 
WILLIAM C. FOSTER, ESQUIRE
CRISTIN A. CAVANAUGH, ESQUIRE
PA Attorney ID Nos. 03511/307546
2000 Market Street, Suite 2300
Philadelphia, PA 19103
215-575-2597; 215-575-0856 (fax)
wcfoster@mdwcg.com
cacavanaugh@mdwcg.com
Attorneys for Defendants

Dated: 4/10/18


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

THOMAS BISSELL and	:	CIVIL ACTION
KAREN BISSELL, h/w	:	
Plaintiffs	:	
	:	NO.
v.	:	
	:	
SAFECO INSURANCE COMPANY OF	:	
AMERICA d/b/a SAFECO INSURANCE,	:	
A LIBERTY MUTUAL COMPANY	:	
and	:	
AMERICAN STATES INSURANCE	:	
COMPANY d/b/a SAFECO INSURANCE,	:	
A LIBERTY MUTUAL COMPANY	:	
Defendants	:	

CERTIFICATION

I, Cristin A. Cavanaugh, Esquire, hereby certify that the facts set forth in the foregoing
Notice of Removal are true and correct to the best of my knowledge, information and belief.

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

By: 
WILLIAM C. FOSTER, ESQUIRE
CRISTIN A. CAVANAUGH, ESQUIRE
PA Attorney ID Nos. 03511/307546
2000 Market Street, Suite 2300
Philadelphia, PA 19103
215-575-2597; 215-575-0856 (fax)
wcfoster@mdwcg.com
cacavanaugh@mdwcg.com
Attorneys for Defendants

Dated: 4/10/18

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THOMAS BISSELL and	:	CIVIL ACTION
KAREN BISSELL, h/w	:	
Plaintiffs	:	
	:	NO.
v.	:	
	:	
SAFECO INSURANCE COMPANY OF	:	
AMERICA d/b/a SAFECO INSURANCE,	:	
A LIBERTY MUTUAL COMPANY	:	
and	:	
AMERICAN STATES INSURANCE	:	
COMPANY d/b/a SAFECO INSURANCE,	:	
A LIBERTY MUTUAL COMPANY	:	
Defendants	:	

CERTIFICATE OF SERVICE

I, Cristin A. Cavanaugh, Esquire, hereby certify that a true and correct copy of the foregoing Notice of Removal was served upon the following party via electronic service, on the below date:

Michael E. Cook, Esquire
Brownstein, Pearlman, Wiezer,
Newman & Cook, P.C.
3 North 2nd Street
Philadelphia, PA 19106
Attorneys for Plaintiffs

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

By: *Cristin A. Cavanaugh*
CRISTIN A. CAVANAUGH, ESQUIRE
Attorneys for Defendants

Dated: 4/10/18

EXHIBIT "A"

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only / Docket Number
MARCH 2018
001789
Case Number: 1803037730

PLAINTIFF'S NAME THOMAS BISSELL		DEFENDANT'S NAME SAFECO INSURANCE COMPANY OF AMERICA, ALIAS: SAFECO INSURANCE, A LIBERTY MUTUAL COMPANY	
PLAINTIFF'S ADDRESS 507 FAIRVIEW ROAD WOODLYN PA 19094		DEFENDANT'S ADDRESS 175 BERKELEY STREET BOSTON MA 02116	
PLAINTIFF'S NAME KAREN BISSELL		DEFENDANT'S NAME AMERICAN STATES INSURANCE COMPANY, ALIAS: SAFECO INSURANCE, A LIBERTY MUTUAL COMPANY	
PLAINTIFF'S ADDRESS 507 FAIRVIEW ROAD WOODLYN PA 19094		DEFENDANT'S ADDRESS 175 BERKELEY STREET BOSTON MA 02116	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NUMBER OF DEFENDANTS 2	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input checked="" type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Mass Tort <input checked="" type="checkbox"/> Savings Action <input type="checkbox"/> Pollution <input checked="" type="checkbox"/> Commerce <input checked="" type="checkbox"/> Minor Court Appeal <input checked="" type="checkbox"/> Statutory Appeals <input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival	
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>THOMAS BISSELL, KAREN BISSELL</u> Papers may be served at the address set forth below.		FILED PRO PROTHY MAR 15 2018 C. MILLER	
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY MICHAEL E. COOK		ADDRESS 3 NORTH 2ND STREET PHILADELPHIA PA 19106	
PHONE NUMBER (215) 627-0100	FAX NUMBER (215) 627-1749	E-MAIL ADDRESS BPWNLaw@aol.com	
SUPREME COURT IDENTIFICATION NO. 74105		DATE SUBMITTED Thursday, March 15, 2018, 04:34 pm	
SIGNATURE OF FILING ATTORNEY OR PARTY MICHAEL COOK			

FINAL COPY (Approved by the Prothonotary Clerk)



THIS IS A MAJOR JURY CASE.
AN ASSESSMENT OF DAMAGES HEARING IS REQUIRED.

**BROWNSTEIN, PEARLMAN,
WIEZER, NEWMAN & COOK, P.C.**
BY: MICHAEL E. COOK, ESQUIRE
Identification No. 74105
3 North 2nd Street
Philadelphia, PA 19106
(215) 627-0100

ATTORNEYS FOR PLAINTIFFS

THOMAS BISSELL and
KAREN BISSELL, h/w
507 Fairview Road
Woodlyn, PA 19094

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

vs.

MARCH TERM, 2018

SAFECO INSURANCE COMPANY OF AMERICA
d/b/a SAFECO INSURANCE,
A LIBERTY MUTUAL COMPANY
175 Berkeley Street
Boston, MA 02116
and
AMERICAN STATES INSURANCE COMPANY
d/b/a SAFECO INSURANCE,
A LIBERTY MUTUAL COMPANY
175 Berkeley Street
Boston, MA 02116

NO.

CIVIL ACTION COMPLAINT
1C Contract

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER (OR CANNOT AFFORD ONE), GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL AND INFORMATION SERVICE
One Reading Center
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
Telephone: (215) 238-6333

AVISO

Lo han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las paginas siguientes, tiene veinte (20) dias a partir de recibir esta demanda y notificacion para entablar personalmente o por un abogado una comparecencia escrita y tambien para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.

SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

ASOCIACION DE LICENCIADOS DE FILADELPHIA
SERVICIO DE REFERENCIA E INFORMACION LEGAL
One Reading Center
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
Telefono: (215) 238-6333

Case ID: 180301785

1. Plaintiffs, Thomas Bissell and Karen Bissell, are husband and wife and adult individuals residing at 507 Fairview Road, Woodlyn, Pennsylvania, 19094.

2. Defendants, Safeco Insurance Company and American States Insurance Company d/b/a Safeco Insurance, A Liberty Mutual Company, (hereinafter collectively "Safeco") are Massachusetts corporations and insurance companies licensed to transact business in the Commonwealth of Pennsylvania which, on September 1, 2016, and at all times relevant hereto did and continues to regularly conduct business in the City and County of Philadelphia, Commonwealth of Pennsylvania, with a home office address of 175 Berkeley Street, Boston, Massachusetts, 02116.

3. The facts which give rise to this action took place on or about September 1, 2016, when the Plaintiff, Thomas Bissell, was the owner/operator of a 2008 Suzuki Grand Vitara.

4. On the aforementioned date, a vehicle being operated by an underinsured motorist, Subhi Abulbaki a/k/a Subhi Baki, caused a motor vehicle accident when the underinsured motorist caused a three (3) car chain reaction rear-end accident involving Plaintiff's stopped vehicle which resulted in Plaintiff, Thomas Bissell, sustaining serious bodily injuries.

5. As a direct and proximate result of the negligence and carelessness of the tortfeasor, Subhi Abulbaki a/k/a Subhi Baki, the Plaintiff suffered and will continue to suffer from severe and permanent injuries, including but not limited to: lumbar spinal injuries with radicular symptoms which required lumbar fusion surgery; and various other ills and injuries, all of which said injuries have in the past, do at present and will in the future cause Plaintiff great pain and suffering.

6. As a direct and proximate result of the negligence of the tortfeasor, Subhi Abulbaki a/k/a Subhi Baki, the Plaintiff required and will continue to require medical care and treatment, including but not limited to: injections under anesthesia; invasive spinal surgery; physical therapy; x-rays; diagnostic testing; use of pain medication; and the use of rehabilitative services.

7. As a direct and proximate result of the negligence of the tortfeasor, Subhi Abulbaki a/k/a Subhi Baki, the Plaintiff incurred medical expenses and he will continue to incur medical expenses for his care and treatment for an indefinite period of time in the future.

8. As a direct and proximate result of the negligence of the tortfeasor, Subhi Abulbaki a/k/a Subhi Baki, the Plaintiff has suffered a loss of earnings and impairment of his future earning capacity.

9. As a direct and proximate result of the negligence of the tortfeasor, Subhi Abulbaki a/k/a Subhi Baki, the Plaintiff has suffered and will continue to suffer from pain, discomfort, inconvenience, anxiety, embarrassment, suffering and the inability to engage in his usual activities now and in the future and the deprivation of the ordinary and usual enjoyment of life and life's pleasures now and into the future.

10. At the time of the collision, the tortfeasor, Subhi Abulbaki a/k/a Subhi Baki, was insured with Allstate Insurance Company with bodily injury liability protection limits in the amount of \$15,000.00.

11. The tortfeasor's bodily injury policy limits are not adequate to compensate the Plaintiff for the injuries and losses she sustained as a result of the collision.

12. At the time of the collision, the Plaintiff was a named insured under an insurance policy with the defendant, Safeco, policy number K2727276 (the "policy"). See the pertinent portion of a specimen of the Policy and Declaration Page attached hereto as Exhibit "A" as provided by Defendant.

13. At the time of the aforementioned accident the Plaintiff insured two (2) vehicles on the policy which provide each vehicle \$250,000.00 in underinsured motorist coverage without stacking.

14. At the time of the aforementioned accident the Plaintiff's policy with Defendant, Safeco, provided for a total of \$250,000.00 in underinsured motorist coverage.

15. As a result of the selection of underinsured motorist benefits, the Plaintiff paid and the Defendant accepted increased premium payments.

16. The third-party tortfeasor's insurance carrier, Allstate Insurance Company, offered \$15,000.00 which was the policy limit and the Plaintiff received consent to settle. (See Safeco's consent to settle and waiver of subrogation sent via email on August 23, 2017 attached as Exhibit "B").

17. On November 7, 2017, the Defendant's Insurance Adjuster, Betsy Honeycutt, made an offer of \$12,000.00 which was later rejected by Plaintiff as unreasonable and unfair based on the evidence provided to Safeco.

18. On November 8, 2017, Plaintiff's Counsel demanded the policy limit of \$250,000.00 as Plaintiff's bodily injuries and medical bills exceed the total of all available insurance in the amount of \$265,000.00 (\$15,000.00 (third party) and \$250,000.00 (underinsured motorist)).

19. On or about December 1, 2017, Safeco increased its offer to \$70,966.25 to include the economic claim for the health carrier lien previously provided which was inadvertently missed by Safeco Adjuster, Betsy Honeycutt. This offer was rejected by Plaintiff on December 4, 2017 as it was effectively the same as the prior offer for bodily injury of \$12,000.00, as the only increase was to reimburse Plaintiff for a health carrier subrogation lien. Thereafter, on March 13, 2018, after obtaining the treating Chiropractor's records by its own authorization, the Insurer's offer was increased arbitrarily to \$79,966.25 without explanation for the \$9,000.00 increase.

20. The Plaintiff has fully complied with the terms, conditions and duties required under the policy.

21. Defendant, Safeco, has failed to objectively and reasonably evaluate the Plaintiff's claim.

22. Defendant, Safeco, has failed to offer payment of the reasonable and fair value of the underinsured motorist claim to the Plaintiff.

23. Defendant, Safeco, failed reasonably to investigate Plaintiff's claims inasmuch as a thorough and proper inquiry would have revealed that the Plaintiff sustained injuries,

damages and losses which reasonable compensation would have required an offer of the policy limits.

24. As the Insurer of the Plaintiff, Defendant, Safeco, owes a fiduciary, contractual and statutory obligation to investigate, evaluate and negotiate the underinsured motorist claim in good faith and to arrive at a prompt, fair and equitable settlement.

25. For the reasons set forth above, Defendant, Safeco, has violated its contractual obligations under the policy.

WHEREFORE, Plaintiff, Thomas Bissell, respectfully requests that this Honorable Court enter a Judgment in his favor and against Defendants, Safeco Insurance Company and American States Insurance Company d/b/a Safeco Insurance, A Liberty Mutual Company, in the amount of the underinsured policy limit of Two Hundred Fifty Thousand (\$250,000.00) Dollars, bad faith damages, attorney's fees, costs and other relief deemed proper by the Court.

COUNT II

LOSS OF CONSORTIUM

26. Plaintiff, Karen Bissell, hereby incorporates by reference paragraphs 2 through 25, inclusive, as though the same were fully set forth at length herein.

27. Plaintiff, Karen Bissell, is the wife of Plaintiff, Thomas Bissell.

28. Solely as a result of the carelessness and negligence of the Defendants as set forth herein, the Wife-Plaintiff, Karen Bissell, has been and may continue to be deprived of the services, society, companionship and consortium of her husband, Plaintiff, Thomas Bissell, to her great detriment and loss.

WHEREFORE, Plaintiff, Karen Bissell, respectfully requests that this Honorable Court enter a Judgment in her favor and against Defendants, Safeco Insurance Company and American States Insurance Company d/b/a Safeco Insurance, A Liberty Mutual Company, in the amount of the underinsured policy limit of Two Hundred Fifty Thousand

(\$250,000.00) Dollars, bad faith damages, attorney's fees, costs and other relief deemed proper by the Court.

COUNT III

BAD FAITH

29. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1 through 28 as though the same were set forth at length herein.

30. The actions of Defendant, Safeco, in the handling of Plaintiff's underinsured motorist claim constitutes bad faith as defined under 42 Pa. C.S.A. §8371 as follows:

- a) Failing objectively and fairly to evaluate Plaintiff's claim;
- b) Failing objectively and fairly to reevaluate Plaintiff's claims based on new Information;
- c) Engaging in dilatory and abusive claims handling;
- d) Failing to adopt or implement reasonable standards in evaluating Plaintiff's claim;
- e) Acting unreasonably and unfairly in response to Plaintiff's claim;
- f) Not attempting in good faith to effectuate a fair, prompt and equitable settlement of Plaintiff's claim in which the Defendants' liability under the policy has become reasonably clear;
- g) Subordinating the interests of its insured and those entitled under its insured coverage to its own financial monetary interests;
- h) Failing to promptly offer reasonable payment to the Plaintiff;
- i) Failing reasonably and adequately to investigate Plaintiff's claim;
- j) Failing reasonably and adequately to evaluate or review the medical documentation in Defendants' possession;
- k) Violating the fiduciary duty owed to the Plaintiff;
- l) Acting unreasonably and unfairly by withholding underinsured motorist benefits justly due and owing to the Plaintiff;

- m) Failing to make an honest, intelligent and objective settlement offer;
- n) Causing Plaintiff to expend money on the presentation of his claim; and
- o) Causing the Plaintiff to bear the stress and anxiety associated with litigation.

31. An insurer such as Defendant, Safeco, has a fiduciary, contractual and statutory obligation to those such as the Plaintiff.

32. At all relevant times, Plaintiff fully complied with the terms and conditions of the policy and all conditions precedent and subsequent to his right to recover under the policy.

33. For the reasons set forth above, Defendant, Safeco, has violated the policy of insurance, its obligations as an insurer, has failed to act toward the Plaintiff in good faith and has violated 42 Pa. C.S.A. §8371 for which Defendant is liable for compensatory and punitive damages, together with interest, attorney's fees and such other relief as the Court deems appropriate.

34. Defendant, Safeco, has engaged in wanton and reckless conduct with regard to the welfare, interest and rights of the Plaintiff, and is liable for its bad faith conduct.

WHEREFORE, Plaintiff, Thomas Bissell, respectfully requests that this Honorable Court enter a Judgment in his favor and against Defendants, Safeco Insurance Company and American States Insurance Company d/b/a Safeco Insurance, A Liberty Mutual Company, in the amount of the underinsured policy limit of Two Hundred Fifty Thousand (\$250,000.00) Dollars, for compensatory damages, punitive damages, interest, costs of suit, attorneys' fees and any other damages allowed by 42 Pa. C.S.A. §8371.

BROWNSTEIN, PEARLMAN,
WIEZER, NEWMAN & COOK, P.C.

BY: 

MICHAEL E. COOK, ESQUIRE
Attorney for Plaintiffs

VERIFICATION

I hereby verify that the statements made in the foregoing document are true and correct to the best of my knowledge and belief.

This Verification is made subject to the penalties set forth in 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Ar. [Signature]

Dated: 3-14-18

EXHIBIT “A”



POLICY NUMBER: K2727276

AMERICAN STATES INSURANCE COMPANY AUTOMOBILE POLICY DECLARATIONS

NAMED INSURED:
KAREN BISSELL
THOMAS BISSELL
507 FAIRVIEW RD
WOODLYN PA 19094-1107

RENEWAL

POLICY PERIOD FROM: JUNE 10 2017
TO: JUNE 10 2018

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
P & I INSURANCE SERVICES, LLC
1489 BALTIMORE PIKE
SPRINGFIELD PA 19064-3958

AGENT TELEPHONE:
1-866-472-3326

RATED DRIVERS			
KAREN BISSELL, THOMAS BISSELL, BRITTANY BISSELL, ALYSSA BISSELL			
2015 NISSAN	ROGUE S/SL/SV	4 DOOR	ID# 5N1AT2MZ1FD925788
LOSS PAYEE	NISSAN MOTOR ACCEPTANCE CORP		
2013 FORD	FUSION SE	4 DOOR SEDAN	ID# 3FA6P0HR6DR289955
LOSS PAYEE	CITIDEL FCU		

IMPORTANT NOTICES

DAMAGE TO A VEHICLE YOU RENT IS COVERED IN PART D - COVERAGE FOR DAMAGE TO YOUR AUTO, THE SAME COMPREHENSIVE AND COLLISION COVERAGES PURCHASED FOR YOUR OWN VEHICLES. THE SAME DEDUCTIBLES APPLY. IF YOU DID NOT PURCHASE COMPREHENSIVE OR COLLISION COVERAGES, YOU SHOULD CONSIDER THE PURCHASE OF INSURANCE THROUGH THE RENTAL AGENCY WHEN YOU RENT A VEHICLE.

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2015 NISSAN LIMITS	PREMIUMS	2013 FORD LIMITS	PREMIUMS
LIMITED TORT COVERAGE		INCLUDED		INCLUDED
LIABILITY:				
BODILY INJURY	\$250,000 Each Person	\$ 228.90	\$250,000 Each Person	\$ 223.10
	\$500,000 Each Occurrence		\$500,000 Each Occurrence	
PROPERTY DAMAGE	\$100,000 Each Occurrence	281.50	\$100,000 Each Occurrence	263.50
FIRST PARTY BENEFITS				
MEDICAL EXPENSES	\$5,000	67.40	\$5,000	68.80
WORK LOSS	\$1,000 Max Per Month	14.40	\$1,000 Max Per Month	14.60
	\$5,000 Total Limit		\$5,000 Total Limit	
FUNERAL EXPENSES	\$2,500	.90	\$2,500	.90
UNINSURED MOTORISTS (NON-STACKED LIMITS):				
BODILY INJURY	\$250,000 Each Person	24.10	\$250,000 Each Person	24.60
	\$500,000 Each Accident		\$500,000 Each Accident	
UNDERINSURED MOTORISTS (NON-STACKED):				
BODILY INJURY	\$250,000 Each Person	89.50	\$250,000 Each Person	91.40
	\$500,000 Each Accident		\$500,000 Each Accident	

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051

00500008001300000100048936800812



POLICY NUMBER: K2727276

**AMERICAN STATES INSURANCE COMPANY
AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

COVERAGES	2015 LIMITS	PREMIUMS	2013 FORD LIMITS	PREMIUMS
COMPREHENSIVE	Actual Cash Value \$ 176.30 Less \$500 Deductible Full Safety Glass		Actual Cash Value \$ 153.40 Less \$500 Deductible Full Safety Glass	
COLLISION	Actual Cash Value 579.20 Less \$500 Deductible		Actual Cash Value 495.70 Less \$500 Deductible	
ADDITIONAL COVERAGES:				
LOSS OF USE \$35 Per Day/\$1050 Max	17.30		\$35 Per Day/\$1050 Max	15.40
ROADSIDE ASSIST	4.50			6.90
TOTAL	\$ 1,484.00		TOTAL	\$ 1,358.30

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

- \$2.00 per installment for recurring automatic deduction (EFT)
- \$5.00 per installment for recurring credit card or debit card
- \$5.00 per installment for all other payment methods

-CONTINUED-

Page 2 of 4



POLICY NUMBER: K2727276

**AMERICAN STATES INSURANCE COMPANY
AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

NAMED INSURED:
KAREN BISSELL
THOMAS BISSELL
507 FAIRVIEW RD
WOODLYN PA 19094-1107

RENEWAL

POLICY PERIOD FROM: JUNE 10 2017
TO: JUNE 10 2018

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
P & I INSURANCE SERVICES, LLC
1489 BALTIMORE PIKE
SPRINGFIELD PA 19064-3958

AGENT TELEPHONE:
1-866-472-3326

RATED DRIVERS	KAREN BISSELL, THOMAS BISSELL, BRITTANY BISSELL, ALYSSA BISSELL		
2008 SUZUKI	GRAND VITARA X-SPD 4 DOOR STATION WAGON	ID#	JS3TE944984101947
2015 FORD	ESCAPE SE 4 DOOR	ID#	1FMCU9GX6FUA14054

IMPORTANT NOTICES

DAMAGE TO A VEHICLE YOU RENT IS COVERED IN PART D - COVERAGE FOR DAMAGE TO YOUR AUTO, THE SAME COMPREHENSIVE AND COLLISION COVERAGES PURCHASED FOR YOUR OWN VEHICLES. THE SAME DEDUCTIBLES APPLY. IF YOU DID NOT PURCHASE COMPREHENSIVE OR COLLISION COVERAGES, YOU SHOULD CONSIDER THE PURCHASE OF INSURANCE THROUGH THE RENTAL AGENCY WHEN YOU RENT A VEHICLE.

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2008 SUZU LIMITS	PREMIUMS	2015 FORD LIMITS	PREMIUMS
LIMITED TORT COVERAGE	INCLUDED		INCLUDED	
LIABILITY:				
BODILY INJURY	\$250,000 Each Person \$500,000 Each Occurrence	\$ 205.80	\$250,000 Each Person \$500,000 Each Occurrence	\$ 228.90
PROPERTY DAMAGE	\$100,000 Each Occurrence	272.00	\$100,000 Each Occurrence	281.50
FIRST PARTY BENEFITS				
MEDICAL EXPENSES	\$5,000	67.40	\$5,000	67.40
WORK LOSS	\$1,000 Max Per Month \$5,000 Total Limit	14.40	\$1,000 Max Per Month \$5,000 Total Limit	14.40
FUNERAL EXPENSES	\$2,500	.90	\$2,500	.90
UNINSURED MOTORISTS (NON-STACKED LIMITS):				
BODILY INJURY	\$250,000 Each Person \$500,000 Each Accident	24.10	\$250,000 Each Person \$500,000 Each Accident	24.10
UNDERINSURED MOTORISTS (NON-STACKED):				
BODILY INJURY	\$250,000 Each Person \$500,000 Each Accident	89.50	\$250,000 Each Person \$500,000 Each Accident	89.50

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051

Case ID: 180301789

DATE PREPARED: APR. 11 2017

00500009001300000100048936900812



POLICY NUMBER: K2727276

**AMERICAN STATES INSURANCE COMPANY
AUTOMOBILE POLICY DECLARATIONS
(CONTINUED)**

COVERAGES	2008 SUZU LIMITS	PREMIUMS	2015 FORD LIMITS	PREMIUMS
COMPREHENSIVE	Actual Cash Value \$ 121.30 Less \$500 Deductible Full Safety Glass		Actual Cash Value \$ 176.30 Less \$500 Deductible Full Safety Glass	
COLLISION	Actual Cash Value 349.00 Less \$500 Deductible		Actual Cash Value 579.20 Less \$500 Deductible	
ADDITIONAL COVERAGES:				
LOSS OF USE \$35 Per Day/\$1050 Max	10.40		\$35 Per Day/\$1050 Max	17.30
ROADSIDE ASSIST	9.00			4.50
	TOTAL \$ 1,163.80		TOTAL \$ 1,484.00	

TOTAL EACH VEHICLE:	2015 NISS	\$ 1,484.00
	2013 FORD	1,358.30
	2008 SUZI	1,163.80
	2015 FORD	1,484.00

PREMIUM SUMMARY	PREMIUM
VEHICLE COVERAGES	\$ 5,490.10
DISCOUNTS & SAFECO SAFETY REWARDS	Included
TOTAL 12 MONTH PREMIUM FOR ALL VEHICLES	\$ 5,490.10

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

- \$2.00 per installment for recurring automatic deduction (EFT)
- \$5.00 per installment for recurring credit card or debit card
- \$5.00 per installment for all other payment methods

YOU SAVED \$2,105.90 BY QUALIFYING FOR THE FOLLOWING DISCOUNTS:

- Account
- Anti-Theft
- Advance Quoting
- Low Mileage
- Accident Free
- Violation Free
- Coverage
- Homeowners
- Multi-Car
- Billing Plan
- Both Side Air Bag

Case ID: 180301785



Michael Cook <mecooklaw@gmail.com>

Thomas Bissell 9402 4943 6002

2 messages

Honeycutt, Betsy <BETSY.HONEYCUTT@libertymutual.com>
To: "mecooklaw@gmail.com" <mecooklaw@gmail.com>
Cc: CLMATT <CLMATT@libertymutual.com>

Wed, Aug 23, 2017 at 4:17 PM

Hi Mike

This confirms our conversation just now. We will consent to Mr. Bissell's underlying settlement and waive subrogation. I'll let you know when I get those meds in.

Thanks

Betsy Honeycutt

Betsy Honeycutt, AIC

Complex Claim Resolution Specialist II, BI

PO Box 515097

Los Angeles, CA 90051-5097

856-355-7243

Fax: 888-268-8840

betsy.honeycutt@safeco.com

Please make note that my phone number has changed and update your records. Thank you.

Michael Cook <mecooklaw@gmail.com>
To: "Honeycutt, Betsy" <BETSY.HONEYCUTT@libertymutual.com>

Wed, Aug 23, 2017 at 4:20 PM

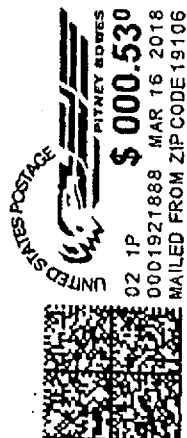
Thank you!

Michael E. Cook, Esq.
Brownstein, Pearlman, Wlezer, Newman & Cook P.C.

Case ID: 180301785

3 N. 2nd Street
Philadelphia, PA. 19106
t (215) 627-0100
f (215) 627-1749
MECOOKLAW@GMAIL.COM
[Quoted text hidden]

STATE
\$ 007.300
88 MAR 16 2018
DM ZIP CODE 19106



FIRST CLASS MAIL

Safeco Insurance Company of America
d/b/a Safeco Insurance,
A Liberty Mutual Company
175 Berkeley Street
Boston, MA 02116

CERTIFIED MAIL

7017 1450 0000 1127 4961

BROWNSTEIN, PEARLMAN,
WIEZER, NEWMAN & COOK, P.C.
ATTORNEYS AT LAW
3-5 NORTH 2ND STREET
PHILADELPHIA, PA 19106

MSC: M066
LONG, ALAN
RTE:

ROUTE TO: \$DEFAULT
FROM: USPS
CRNR: 7017145000011274961
TRK#: 03/21/2018
RCVD: 03/21/2018
TO: LONG, ALAN
PH: 0
PCS: 1
SITE: \$DEFAULT
FLR: RM: BOG: 1

